

APR 02 2007

PATENT  
Customer No. 22,852

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Stice et al.

U.S. Patent No. 5,945,577  
(filed as Appln. No. 08/781,752)U.S. Patent No. 6,235,970  
(filed as Appln. No. 08/935,052)

Application No.: 09/828,876

Application No.: 10/833,993

Application No.: 10/833,994

Application No.: 10/932,921

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**REVOCATION OF POWER OF ATTORNEY  
AND GRANT OF NEW POWER OF ATTORNEY**

The undersigned, a representative authorized to sign on behalf of the assignee owning all of the interest in the patents and applications identified above, hereby revokes all previous powers of attorney or authorization of agent granted in the above-identified patents and applications before the date of execution hereof.

The undersigned verifies that University of Massachusetts, as represented by its Amherst Campus, is the assignee of the entire right, title, and interest in the patents and applications identified above by virtue of assignments recorded at Reel 8465, Frame 0913 (copies attached). The undersigned certifies that the evidentiary documents have been reviewed and to the best of the undersigned's knowledge and belief, title is in the assignee University of Massachusetts, as represented by its Amherst Campus.

The undersigned hereby grants its power of attorney to the patent practitioners associated with FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P., Customer Number 22,852, to prosecute the above-identified patents and applications and to transact all business in the Patent and Trademark Office connected therewith, and to receive the Letters Patent.

Please send all future correspondence concerning the above-identified patents and applications to Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P., Customer No. 22,852.

Dated: 11-21-06

By:   
Name: Nicholas DeCristofaro

Title: Director, Commercial Ventures &  
Intellectual Property

University of Massachusetts,  
as represented by its Amherst Campus

APR 02 2007

UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JUNE 06, 1997

PTAS

ROBIN L. TESKIN, ESQ.  
BURNS, DOANE, SWECKER & MATHIS, L.L.P.  
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ALEXANDRIA, VA 22313-1404UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/02/1997

REEL/FRAME: 8465/0913  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
STICE, STEVEN L.

DOC DATE: 02/18/1997

ASSIGNOR:  
CIBELLI, JOSE

DOC DATE: 02/18/1997

ASSIGNOR:  
ROBL, JAMES

DOC DATE: 02/18/1997

ASSIGNOR:  
GOLUEKE, PAUL

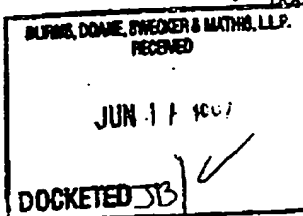
DOC DATE: 02/18/1997

ASSIGNOR:  
PONCE DE LEON, F. ABEL

DOC DATE: 02/20/1997

ASSIGNOR:  
JERRY, D. JOSEPH

DOC DATE: 02/20/1997

000270-007  
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8465/0913 PAGE 2

ASSIGNEE:  
MASSACHUSETTS, UNIVERSITY OF, A PUBLIC INSTITUTION OF HIGHER  
EDUCATION OF THE COMMONWEALTH OF MASSACHUSETTS, AS REPRESENTED BY  
ITS AMHERST CAMPUS  
OFFICE OF VICE CHANCELLOR FOR RESEARCH AT  
AMHERST, MASSACHUSETTS 01002

SERIAL NUMBER: 08781752  
PATENT NUMBER:

FILING DATE: 01/10/1997  
ISSUE DATE:

TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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000270-007

Attorney's Docket No.

## ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by STEVEN L. STICE, JOSE CIBELLI, JAMES ROBL, PAUL GOLUEKE, F. ABEL PONCE DE LEON, and D. JOSEPH JERRY, residing at 468 AMHERST ROAD, BELCHERTOWN, MASSACHUSETTS 01007, 166 VILLAGE PARK, AMHERST, MASSACHUSETTS 01002, 196 OLD ENFIELD, BELCHERTOWN, MASSACHUSETTS 01007, 8 DIANE DRIVE # 3, BELCHERTOWN, MASSACHUSETTS 01007, 134 WILDFLOWER DRIVE, AMHERST, MASSACHUSETTS 01002 and W. PELHAM ROAD, SHUTESBURY, MASSACHUSETTS 01072 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in CLONING USING DONOR NUCLEI FROM DIFFERENTIATED FETAL AND ADULT CELLS, ( ) which is a provisional application to be filed herewith; ( ) which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; [X] bearing Application No. 08/781,752, and filed on JANUARY 10, 1997; and

WHEREAS, UNIVERSITY OF MASSACHUSETTS, A PUBLIC INSTITUTION OF HIGHER EDUCATION OF THE COMMONWEALTH OF MASSACHUSETTS, AS REPRESENTED BY ITS AMHERST CAMPUS and having its principal place of business at OFFICE OF VICE CHANCELLOR FOR RESEARCH AT AMHERST, AMHERST, MASSACHUSETTS 01002 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

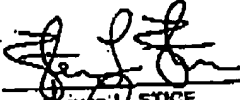
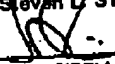
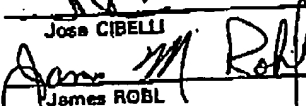

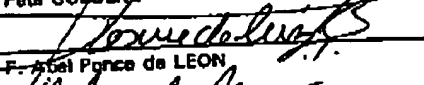

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisions applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

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Application Serial No. 08/781,762  
 Attorney's Docket No. 000270-007

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date <u>2-18-97</u>	Signature of Assignor	 Steven L. STICE
Date <u>2-18-97</u>	Signature of Assignor	 Jose CIBELLI
Date <u>2-18-97</u>	Signature of Assignor	 James ROBL
Date <u>2-18-97</u>	Signature of Assignor	 Paul GOLUBE
Date <u>2-20-97</u>	Signature of Assignor	 F. Abel Ponce de LEON
Date <u>2-20-97</u>	Signature of Assignor	 Joseph JERRY